

# RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals  
[In the Supreme Court]

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APPEAL FROM BERKELEY COUNTY  
Court of Common Pleas  
Roger M. Young, Sr.  
Trial Court case No. 2020CP0800267

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Case No. 2020-000629

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Parkway Village Apartments,  
775 Sangaree Parkway Blvd., APT 22A  
Summerville, SC 29486

**Respondent**

v.

Lisa Michelle Ray  
775 Sangaree Parkway, APT 5C  
Summerville, SC 29486

**Appellant**

---

RECORD ON APPEAL

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Lisa Michelle Ray  
775 Sangaree Parkway, APT 5C  
Summerville, SC 29486  
Cell Number – 843-964-9887  
Appellant is Self-Represented

Paul B. Ferrara, III  
8887 Old University Blvd., Ste. 200  
North Charleston, SC 29406  
Phone – 843-569-5511  
Attorney for Respondent

**RECEIVED**

JUN 06 2022

**SC Court of Appeals**

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### Appellant's Exhibits

Exhibit #1 Transcript from prior court appearance (10 pages)

Exhibit #2 Rent payments made and returned documentation (6 pages)

Exhibit #3 Letter from Dr. concerning physical disability (1 page)

CD – Transcript from Court

RULING TO

STATE OF SOUTH CAROLINA

VACATE

COUNTY OF BERKELEY

2020CV0810600294  
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Parkway Village Apartments  
775 Sangaree Parkway Blvd.  
Summerville, SC 29486  
(843) 871-7952

PLAINTIFF(S)

Vs  
Lisa Michelle Ray  
775 Sangaree Pkwy Apt 5C  
Summerville, SC 29486-1842

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the 23rd day of January, 2020, you are hereby Ordered to proceed to the premises located at **775 Sangaree Pkwy Apt 5C Summerville, SC 29486-1842.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

**If after 24 hours** following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

January 27, 2020

Goose Creek Magistrate

\_\_\_\_\_, being duly sworn state that:

- I personally served a copy of this Writ on \_\_\_\_\_, an occupant of the rental unit
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sheriff/Deputy Sheriff/Constable

ORIGINAL

RULING TO

STATE OF SOUTH CAROLINA

VACATE

2020CV0810600294

COUNTY OF BERKELEY

CIVIL CASE NUMBER  
MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE (EVICTION)

Parkway Village Apartments  
775 Sangaree Parkway Blvd.  
Summerville, SC 29486

Phone: (843) 871-7952

Vs  
Lisa Michelle Ray  
775 Sangaree Pkwy Apt 5C  
Summerville, SC 29486-1842

PLAINTIFF(S)

Phone: (843) 553-3646

DEFENDANT(S)

*This is wrong # 2006*

TO Lisa Michelle Ray : Parkway Village Apartments is asking this Court to evict you from the property located at because they claim that:

- You have failed to pay rent when due or demanded in the amount of \$147.00 ( 160.00 Total Due).
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by:

You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Goose Creek Magistrate  
303-B North Goose Creek Blvd.  
Goose Creek, SC 29445  
(843) 553-7080

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

**FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.**

01/14/2020

*JANUARY 14<sup>TH</sup> 2020*

Judge, Goose Creek Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Lisa Michelle Ray on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____	_____	

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON \_\_\_\_\_ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

SUMMONS TO  
APPEAR

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

Lisa Ray  
775 Sangaree Pkwy Apt 5C  
Summerville, SC 29486-1842

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Goose Creek Magistrate  
303-B North Goose Creek Blvd.  
Goose Creek, SC

on ~~January 30, 2020~~ at ~~10:00 AM~~ to serve as a party in a Bench Trial in the case of:

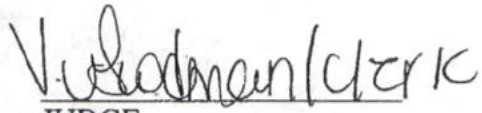
RE: Parkway Village Apartments Vs Lisa Michelle Ray

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2020CV0810600294, Rule to Vacate \$40.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN  
SUCH CASE MADE AND PROVIDED.

  
JUDGE

Goose Creek Magistrate  
303-B North Goose Creek Blvd.  
Goose Creek, SC 29445  
Phone: (843) 553-7080  
Fax: (843) 553-7074

January 29, 2020

JUDGEMENT



**Westminster Company**  
Property Management

Parkway Village Apartments  
775 Parkway Blvd  
Summerville, SC 29483  
Phone (843)871-7952 Fax (843)871-0648  
Email: parkway@wcsites.net

April 3, 2020

Lisa Ray  
775 Sangaree Pkwy Blvd  
Apt. 5C  
Summerville, SC 29486

*put on my Door again,  
more P.S.M. NARRASME*

Ms. Ray attached to this letter is the Form 4 in which you received from the SC Court of Common Pleas.

Per the Form 4 Civil Case Judgement that was issued to you; you lost your appeal. As of March 9, 2020, an order was given by the appeals court for you to vacate unit 5C on March 31, 2020.

On April 1, 2020 you were reminded of the appeal decision by the Site Property Manager (Jaquetta Elias). You were reminded because you have not complied with this appeal. You still occupy unit 5C.

Any occupant that has not vacated an apartment on a given date (is) charged for each day that the unit is occupied.

You are still in unit 5C; therefore, you are being charged a daily rate; due to you failing to vacate unit 5C.

On May 1, 2020 when evictions are allowed you will be evicted.

If you have any questions or concerns you should contact the Goose Creek Magistrates office.

Thank you for your cooperation in this matter.

Sincerely,

*Jaquetta Elias*  
Jaquetta Elias  
Site Property Manager  
Parkway Village Apartments

*put on my Door Again*

*Returned April 1st*

*ON 4-6-20 & 2020 Rent money order ON L.L.C.*

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Berkeley  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
CASE NO. 2020CP0800267

Lisa Michelle Ray  
PLAINTIFF(S)

Parkway Village Apartments  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter came before the Court on March 9, 2020 on an appeal from Magistrate Court. The Court hereby denies the appeal, and tenant has until March 31, 2020 to vacate.

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/09/2020 .

Magistrate Court Goose Creek  
 Lisa Michelle Ray for Lisa Michelle Ray  
 Parkway Village Apartments for Parkway Village Apartments  
 Parkway Village Apartments for Parkway Village Apartments  
 Lisa Michelle Ray for Lisa Michelle Ray

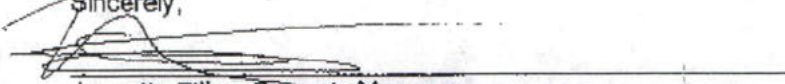
**RECEIVED**  
**Apr 27 2020**  
 SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2020 Mar 09 2:29 PM - BERKELEY - COMMON PLEAS - CASE#2020CP0800267

JUDGEMENT

Sincerely,



Jaquetta Elias, Property Manager



MOTION TO

APPEAL

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

IN THE COURT OF COMMON PLEAS  
9th JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

Lisa Ray  
PARKWAY vs. Village Apartments  
Plaintiff, Defendant.

Case No. 20-20-CP-08-267

I certify that on this date, I served a copy of Appeal in this action, dated 1-29-2020, on C.E. Mag. by

- Delivering it to him/her personally;
- Mailing it to him/her, at his/her last known address, by depositing it in the U.S.

Mail, in an envelope with sufficient postage affixed, addressed as follows:

Delivering it by commercial delivery service in accordance with Rule 4(d)(9), SCRPC, addressed as follows: \_\_\_\_\_; or,

Other:

1-29-2020  
Date

[Signature]  
Signature

FILED  
20 JAN 29 PM 2:15  
CLERK OF COURT  
BERKELEY COUNTY, SC

MOTION TO  
APPEAL

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

Lisa Ray,  
Plaintiff (Tenant)

vs.

Parkway Village Apartments,  
Defendant (Landlord)

) IN THE MAGISTRATE'S COURT  
) CASE NO: 2020CV0810600294  
) CIVIL CASE NO.: 2020-CP-08-00267

MAGISTRATE'S RETURN

FILED  
20 FEB 13 PM 3:41  
CLERK OF COURT  
BERKELEY COUNTY, SC

This matter is on appeal from the Magistrate Court of Berkeley County, presiding judge, the Honorable Rad S. Deaton.

Parkway Village Apartments filed a Rule to Vacate or Show Cause on January 14, 2020. The Rule to Vacate or Show Cause was signed by the Honorable Rad S. Deaton. Lisa Ray failed to pay rent when due or demanded in the amount of \$147.00.

A Show Cause Hearing was requested by Lisa Ray. The Show Cause Hearing was heard on January 23, 2020 by the Honorable Rad S. Deaton. The Rule to Vacate or Show Cause was upheld by Judge Rad S. Deaton. Parkway Village filed the Writ of Ejectment on January 27, 2020 and it was signed by the Honorable Rad S. Deaton. It was posted on January 28, 2020 at 4:06PM. Lisa Ray filed an appeal on January 28, 2020. The Bond-to-Stay hearing was scheduled for January 30, 2020. All parties appeared for the Bond-to-stay Hearing. Below is the outcome from the Bond-to-Stay hearing.

1. \$147.00 must be paid within 5 days of the hearing or the appeal could be dismissed.
2. Rent in the amount of \$147.00 is due on the 1<sup>st</sup> day of each month and late after the 5<sup>th</sup> of the month.
3. If monies are not paid when due, the appeal could be dismissed.
4. All litigants should comply with the Bond-to-Stay until the appeal is resolved.
5. All monies must be paid by certified funds until the appeal is resolved.
6. Monies can be paid at the Magistrate's Court, Clerk of Court or to the Landlord until the appeal is resolved.

Dated this 31<sup>st</sup> day of January, 2020  
Goose Creek, SC

Judge Rad S. Deaton, Magistrate  
303-B North Goose Creek Blvd.  
Goose Creek, SC 29445  
843-553-7080 / 843-553-7074 (fax)

FILED  
20 FEB 13 PM 3:41  
CLERK OF COURT  
BERKELEY COUNTY, SC

MOTION TO  
APPEAL  
NOTICE OF MOTION SCHEDULING

February 27, 2020

STATE OF  
SOUTH CAROLINA



Motion "APPNCV - Appeal/Notice of Civil Appeal (Workflow)" for  
Case: 2020CP0800267 - Lisa Michelle Ray VS Parkway Village  
Apartments has been added to the following Motions Roster:

244 - Appeal Docket Week of Mar 9, 2020 / Courtroom B

This hearing of this motion has been scheduled for 3/9/2020 at 9:30 AM.

An Appeal hearing in which you are a case party has been published to the Berkeley County  
Website at [www.berkeleycountysc.gov](http://www.berkeleycountysc.gov). Please check for your hearing date and time as soon  
as possible.

The Honorable Roger M. Young, Sr presiding in Courtroom B at the Berkeley County  
Courthouse 300B California Ave Moncks Corner SC 29461

If Your case has settled, dismissed or withdrawn, Please notify me immediately by e-file  
(atty) or email [jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov) for non-attorney.

ALL request for continuance must be filed by 3/4/2020 before 5pm.

Mail Notice To:

Lisa Michelle Ray  
775 Sangaree Parkway Blvd., Apt 5C  
Summerville, SC 29485

Court Info:

Common Pleas  
300 B California Avenue  
PO Box 219  
Moncks Corner, SC 29461-9461

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)719-4400

Respectfully,

A handwritten signature in cursive script that reads "Leah Guerry Dupree".

Leah Guerry Dupree  
Clerk of Court

MOTION TO

APPEAL

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

2020CV0810600294  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

BOND TO STAY EXECUTION  
ON APPEAL

Parkway Village Apartments  
775 Sangaree Parkway Blvd.  
Summerville, SC 29486  
(843) 871-7952

LANDLORD

Vs

Lisa Michelle Ray  
775 Sangaree Pkwy Apt 5C  
Summerville, SC 29486-1842

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on **January 23, 2020**, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of **\$147.00 per month, due on the 1st day of each month.**

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejection until this matter is heard on appeal and decided by the Circuit Court.

**BOND: \$147.00 due within 5 days from today's date. Rent in the amount of \$147.00 is due on the 1st and late after the 5th of the month. All funds should be via certified funds until the appeal is resolved. Bond can be paid either to the Magistrate's Office, Clerk of Court or to the Landlord via certified funds. All parties should abide with the Bond-to-Stay until the appeal is resolved.**

Dated on January 30, 2020:

Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejection is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on January 30, 2020

JUDGE

Goose Creek Magistrate  
303-B North Goose Creek Blvd.  
Goose Creek, SC 29445  
Phone: (843) 553-7080  
Fax: (843) 553-7074

MOTION TO  
APPEAL  
NOTICE OF MOTION SCHEDULING

STATE OF  
SOUTH CAROLINA

February 27, 2020



Motion "APPNCV - Appeal/Notice of Civil Appeal (Workflow)" for  
Case: 2020CP0800267 - Lisa Michelle Ray VS Parkway Village  
Apartments has been added to the following Motions Roster:

244 - Appeal Docket Week of Mar 9, 2020 / Courtroom B

This hearing of this motion has been scheduled for 3/9/2020 at 9:30 AM.

An Appeal hearing in which you are a case party has been published to the Berkeley County Website at [www.berkeleycountysc.gov](http://www.berkeleycountysc.gov). Please check for your hearing date and time as soon as possible.

The Honorable Roger M. Young, Sr presiding in Courtroom B at the Berkeley County Courthouse 300B California Ave Moncks Corner SC 29461

If Your case has settled, dismissed or withdrawn, Please notify me immediately by e-file (atty) or email [jackie.williamson@berkeleycountysc.gov](mailto:jackie.williamson@berkeleycountysc.gov) for non-attorney.

ALL request for continuance must be filed by 3/4/2020 before 5pm.

Mail Notice To:

Lisa Michelle Ray  
775 Sangaree Parkway Blvd., Apt 5C  
Summerville, SC 29485

Court Info:

Common Pleas  
300 B California Avenue  
PO Box 219  
Moncks Corner, SC 29461-9461

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)719-4400

Respectfully,

A handwritten signature in cursive script that reads "Leah Guerry Dupree".

Leah Guerry Dupree  
Clerk of Court

## STATEMENT OF ISSUES ON APPEAL

1. Ms. Ray was told by Trudy Huber (Parkway Village Apartments Resident Coordinator), on 1/10/20 that she could be late with her payment, but would have to pay late fees. Unfortunately, Ms. Huber did not attend my initial court appearance, and thus her statements could not be used. We need to bring Trudy Huber to a court appearance, so that she can confirm what she has previously stated. See Exhibit #1, transcript from earlier court appearance and Audio CD, for additional information.
2. There were an additional fifteen (15) people who were late with their payments, and each one of them was allowed to make their payment, without being evicted. Ms. Ray should have the same opportunity as the other apartment tenants. This information was not available during her earlier court appearance. We need to be able to obtain the records from Parkway Village, to confirm this information. See Exhibit #1, transcript from earlier court appearance and Audio CD, for additional information.

## STATEMENT OF THE CASE

On January 10, 2020 Ms. Ray received a notice that her rent was late (due on the 5<sup>th</sup> of the month). On that date she went in to the office and talked to Trudy Huber (apartment complex coordinator), explaining that she did not have all of her rent money at that time. Trudy told her that she could just pay a late fee of \$5 plus \$1/day, with no mention of any eviction. However, Ms. Ray received an eviction notice on January 14<sup>th</sup>, 2020. On February 3, 2020 she paid her January rent. Ms. Ray then proceeded to pay her February and March rent on time (they were not late). Since March, she has also attempted to pay her monthly rent every month, but each check was returned to her by Jacquetta Elias (Parkway Village manager). All of the funds for the payments, are available, so that the payments can be made, when they are ready to be accepted by the apartment management.

## ARGUMENTS

By Parkway Village Apartments accepting Ms. Ray's January, February, March rent payments, we feel that the original eviction notification should be removed. See Exhibit #2 for rent payment information.

## CONCLUSION

Since that January month, all monthly rental payments have been paid, through the date of this request. They began returning checks on April 2020, with a letter of refusal, but continue to charge a late fee for those months (even though the checks were presented to them, on time). Ms. Ray has been saving money that they are returning, with the intent on paying them, once the eviction process has been stopped. She has been searching for alternative housing, but with the end of the moratorium on evictions, combined with the unfortunate fact that there are many people without a place, there is no place within her financial means available to stay. If this eviction is allowed, HUD will then have documentation showing the eviction, which will make it difficult for her to qualify and obtain future HUD housing (which is all that she can afford to pay for). Since she is disabled (see Exhibit #3 for initial letter from her Dr. indicating her physical limitations), with no family able to take her in, Ms. Ray will have no place to live if evicted, and will become homeless.

We feel that since they have nothing really to gain from evicting her, combined with her ability to pay rent, there is no reason for an eviction. We are requesting a "Stay of Eviction" that would remain in place, as long as she continues to make my monthly rental payments.

Jun 11 2020

Transcript Request Form

SC Court of Appeals

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter and to South Carolina Court Administration at [transcripts@sccourts.org](mailto:transcripts@sccourts.org). Click [here](#) for instructions on how to find the court reporter's email and mailing addresses. Once the court reporter receives your request, it will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party. Please send by mail a money order or certified bank check to the court reporter in order to obtain the transcript. Some court reporters may accept personal checks. Please check with the court reporter to see if this option is available. Once your request is received, you will receive a copy of this form with the bottom portion completed. Please promptly submit your payment in order for the transcript to be provided. If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.

Requestor's Information			
Full Name <u>Lisa Michelle Ray</u>		Phone Number <u>843-964-9887</u>	Email Address <u>smartsouthkat@gmail.com</u>
Mailing Address <u>775 Sangaree parkway blvd. Apartment #501</u>		City <u>Summerville</u>	State <u>S.C.</u> Zip Code <u>29486</u>
Transcript Information			
Docket Number <u>2402 appeal 000267</u>	Case Caption (i.e. <u>Lisa Michelle Ray vs Parkway village Apartments</u> )		
Date(s) of Proceeding <u>March 9, 2020 9:30am</u>	Circuit <input checked="" type="checkbox"/> Family <input type="checkbox"/>	County <u>Berkeley</u>	
Presiding Judge <u>Rodger M. Young, S</u>		Expedited Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Court Reporter(s) <u>Melissa Singletary</u>		Opposing Counsel <u>Parkway village Apartments jacquetta Elias</u>	

Requestor's Signature: Lisa M. Ray  
(Typed name will serve as signature)

Date: June 11, 2021

Note: If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter.

For Court Reporter Use Only			
Full Name _____		Date Received _____	Email Address _____
Notice of Estimate to Requestor Party Date: _____ Number of Pages: _____ Estimated Amount _____			
Mailing Address for Payment _____		City _____	State _____ Zip Code _____

EXHIBIT 1

Lisa Ray v Parkway Village Apartments

3

1 The COURT: Lisa Michelle Ray vs. Parkway  
2 Village Apartments. You are Ms. Ray?

3 SPEAKER: No, Jaquetta Elias.

4 THE COURT: Pardon?

5 SPEAKER: Jaquetta Elias.

6 THE COURT: And you're here with ---

7 MS. ELIAS: Parkway.

8 THE COURT: Okay. Are you Lisa Ray?

9 MS. RAY: Yes, sir.

10 THE COURT: Okay. You're Ms. Ray. Okay.

11 MS. RAY: Yes, sir, Lisa Michelle Ray; yes, sir,  
12 Your Honor.

13 THE COURT: Pardon?

14 MS. RAY: Lisa Michelle Ray.

15 THE COURT: Okay. So, you're appealing?

16 MS. RAY: Yes, sir. I am, sir.

17 THE COURT: Okay. What's this a lease issue?  
18 You are appealing what?

19 MS. RAY: Yes, sir, Your Honor. I have resided  
20 at Parkway Village Apartments since October of 2004.  
21 That would make it fifteen years, sixteen this year, Your  
22 Honor.

23 I have never been in such hardship and not been  
24 able to pay my rent. In January, I was unable to pay on  
25 time and I asked one of the coordinators, I asked her

EXHIBIT 1

Lisa Ray v Parkway Village Apartments

4

1 could I please pay in February 1st, both January and  
2 February. She did say yes that I would have to pay the  
3 fees and whatnot. And, I did not have it. So, therefore  
4 I was in eviction court. No other resident but myself  
5 was in eviction court. Other residents were late and  
6 paid as far as January 22<sup>nd</sup>, Your Honor. I was in a  
7 vehicle with another resident as he went in with his rent  
8 and paid it. And I did pay my February and my January on  
9 February rent due.

10 And, I was in court on the 23<sup>rd</sup> of January in  
11 Goose Creek with Judge, Honorable Deaton. And Deaton did  
12 have to grant the eviction due to the fact that it is a  
13 lease violation not to have your rent.

14 I'm aware of that. I've been there for sixteen  
15 years like I said this year. And my rent has been paid  
16 in full even the March rent. I fell on very hardship,  
17 sir, and didn't have it.

18 Judge Deaton did ask Ms. Jaquetta Elias during  
19 that court hearing how long I did have to get out. He  
20 had no choice but to grant it legally and he did so and I  
21 had to do an appeal. When he asked Ms. Elias when was my  
22 court hearing she was silent, did not respond. He then  
23 said to me, well, I guess you will get the paperwork in  
24 the mail or on the door.

25 It was going to rain that week and it did. And

EXHIBIT 1

Lisa Ray v Parkway Village Apartments

5

1 I got that 24-hour red notice on my door. I cried, Your  
2 Honor, because I've been sick and I'm still sick. I don't  
3 even have my normal voice. I got the 24-hour notice the  
4 day before court. And, I was not even notified until the  
5 24-hour notice was put on my door that the sheriff would  
6 remove me.

7 I don't cause problems. She would like to say  
8 that I cause a lot of problems but I've got a lot of  
9 paper proof here, Your Honor.

10 What's been happening to me I have been  
11 discriminated against with this management. I never have  
12 been, never had a residential problem with anyone until  
13 the resident in 5B on Easter Sunday morning of 2018 threw  
14 two cups of hot coffee on me. This lady is 74 years old  
15 at the time and she was upset because another resident  
16 invited me for Easter ham dinner and I did not invite  
17 her. I had to tell her, ma'am, I can't invite you. You  
18 don't invite your neighbors when you're invited for  
19 dinner and she got angry and threw two cups of hot coffee  
20 on me.

21 I did go into the office and I had to speak  
22 with the coordinator, which is Trudy Hubbard(sp), she is  
23 present in the courtroom and she saw my robe that my  
24 father, my deceased father gave me fifteen years prior,  
25 with the coffee all on the front of the chest and stomach

EXHIBIT 1

1 area.

2 This resident tried to say that she did not  
3 throw the coffee. Then she came into the office and said  
4 that she did.

5 THE COURT: What's that got to do with whether  
6 or not you paid your rent?

7 MS. RAY: That's when all my torment started  
8 from the residence, Your Honor.

9 I rented a car in July. She did evict that one  
10 resident. A bat was taken to my rental car and I was  
11 chased out of this residence by this resident with a bat.  
12 There is a lot of Jerry Springer residents there; excuse  
13 the way I phrased it but that's what's happening.

14 And I have been discriminated against, Your  
15 Honor, and I'm going to see an attorney in that matter;  
16 yes, sir, Your Honor. And I do have proof.

17 In June of 2019, DSS was called by this  
18 management, Ms. Elias, that I have a firearm and that I  
19 am mental and not taking mental medicine. Your Honor, I  
20 do not take mental medicine. I was investigated by the  
21 Department of Social Services for six weeks. The  
22 supervisor released me with no findings.

23 It is my second amendment right in this country  
24 as a citizen. I have the right to bear Arms and I do so.  
25 I have since I've had children, Your Honor. It's a hobby

1 of mine to shoot and I've just been picked on like  
2 Charlie Brown, Your Honor, honestly that is what is  
3 happening to me.

4 Like I said the resident that I rode with to  
5 Bi-Lo went in on the 22<sup>nd</sup> of January paid his late fees,  
6 paid his rent with the money, Your Honor, right then and  
7 there on our way to Bi-Lo. I didn't say anything to that  
8 resident. I just took that in, noted that in my notes  
9 and went to court the following day, only resident, the  
10 sole only resident standing there for late rent in  
11 fifteen (15) years, Your Honor. Never, ever not been able  
12 to pay my rent. First time in my adulthood not having my  
13 rent. I fell on very bad hardship this 2019, sir.

14 THE COURT: Okay.

15 MS. RAY: I have receipts for January, February  
16 and March. And I have a printout of rent being paid  
17 prior, all the years prior.

18 THE COURT: All right. Let me hear what they  
19 have to say.

20 MS. RAY: Yes, sir, Your Honor.

21 MS. ELIAS: Okay, Your Honor. On the 2<sup>nd</sup> and  
22 6<sup>th</sup> of each month we send out -- on the 2<sup>nd</sup> you get your  
23 late notices and on the 6<sup>th</sup> you get your lease violation  
24 for late rent. On the 14<sup>th</sup>, I file eviction on everyone.  
25 I think it was a total of fifteen (15) people who hadn't

EXHIBIT 1

Lisa Ray v Parkway Village Apartments

8

1 paid their rent including Ms. Ray.

2 Ms. Ray asked for the hearing. She was the only  
3 one that asked for the hearing. When she asked for the  
4 hearing she did not have her money. The judge asked if I  
5 wanted to let her stay or let her go. I choose -- I told  
6 the judge I was not willing to take her money because I have  
7 had issues with Ms. Ray.

8 Ms. Ray was issued a warrant to stay after she did  
9 the appeals. She has followed through with the warrant to  
10 stay. She had to pay \$147.00. That's minus her late fees and  
11 her damages charges on the 5<sup>th</sup> of every month. She paid the  
12 \$147, which was due in January within five (5) days of our  
13 court date. She paid the \$147, February 5<sup>th</sup> and she paid the  
14 \$147 on time March the 5<sup>th</sup> and that was what the warrant to  
15 stay had issued her which she did pay on time. That's why we  
16 are here.

17 The other stuff that she is saying about  
18 discrimination; no, sir. The issue with the resident that  
19 she said threw the coffee on her. The resident did talk  
20 to Ms. Trudy Hubbard(sp) who is our resident coordinator.  
21 The resident came and talked to me. She said she did not  
22 throw coffee on Ms. Ray. I asked Ms. Ray if she felt  
23 like she had threw coffee and that she was attacked why  
24 did she not call Berkeley County. That's who she should  
25 have called, law enforcement. She said she was being

EXHIBIT 1

Lisa Ray v Parkway Village Apartments

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1 nice, it was Easter. She actually did talk to Berkeley  
2 County later and they told her that she should have  
3 called if she felt that way but it's she said, she said.  
4 The resident said she didn't. She came in the resident  
5 with coffee. She said the resident did, the resident  
6 said she didn't. I wasn't there to witness it.

7 THE COURT: That's fine. That doesn't have  
8 anything to do with why I'm here today. She wasn't paid  
9 up at the time you took her to magistrate's court?

10 MS. ELIAS: Correct.

11 THE COURT: And the judge ruled that she had to  
12 vacate.

13 MS. ELIAS: Correct.

14 THE COURT: So then she had to pay in order to  
15 stay while she's on ---

16 MS. ELIAS: Appeal.

17 THE COURT: --- appeal?

18 MS. ELIAS: Correct.

19 THE COURT: That's all paid up?

20 MS. ELIAS: Correct.

21 THE COURT: Is it paid through the end of this  
22 month?

23 MS. ELIAS: Correct.

24 THE COURT: Then, you know, the magistrate  
25 sounds to me like he did the correct thing in that you

1 were in default at the time you went for the hearing and  
2 in order to stay there pending appeal you still have to  
3 continue to pay rent which you have done. You've paid  
4 March so I'll let you stay there through the end of this  
5 month because you've paid to the end of March, but you  
6 have to be out by March the 31<sup>st</sup>. I think there's 31  
7 days in March.

8 MS. RAY: Your Honor, please. I have no where  
9 to go. Can you please ---

10 MS. ELIAS: No, ma'am.

11 THE COURT: They were in their rights if you  
12 were in default then I can only correct errors that the  
13 magistrate made and it doesn't sound like he made any.  
14 You were in default they had the right to take you to  
15 court and you paid through the end of this month to be  
16 there while you're on appeal but I'm going to have to  
17 deny your appeal but I will let you stay there through  
18 March the 31<sup>st</sup>. You have to be out ---

19 MS. RAY: Your Honor, please.

20 THE COURT: --- by the end of the day on March  
21 the 31<sup>st</sup>. I'm sorry.

22 (End of Hearing)  
23  
24  
25

# EXHIBIT 1

## CERTIFICATE

This is to certify that the Hearing in the matter of Lisa Ray v. Parkway Village Apartments, consisting of Ten (10) pages is a true and correct transcript; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am not employed by any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 22<sup>nd</sup> of January, 2021.

*Melissa R. Singletary*  
Melissa R. Singletary

Melissa R. Singletary  
Certified Court Reporter

EXHIBIT 2

Parkway Village  
LISA RAY5C  
Resident ledger - as of Property date: 01/18/2021

*[Handwritten signatures and initials]*

Unit	Date	Period	Subj	Ctrl#	Code	Description	Doc#	* Charges	Credits	Balance
5C	01/17/2021		RESIDENT		LATEFEE	January late fees		\$10.00		\$1815.50
5C	01/06/2021	012021	SUBSIDY		HAPLD	HAP Payment			\$817.00	\$1799.50
5C	01/01/2021	012021	SUBSIDY		SUBRENT	Subsidy Rent		\$817.00		\$2616.50
5C	01/01/2021	012021	RESIDENT		RENT	Rent		\$153.00		\$1799.50
5C	12/31/2020		RESIDENT		LATEFEE	December late fees		\$30.00		\$1616.50
5C	12/03/2020	122020	SUBSIDY		HAPLD	HAP Payment			\$817.00	\$1616.50
5C	12/01/2020	122020	SUBSIDY		SUBRENT	Subsidy Rent		\$817.00		\$2433.50
5C	12/01/2020	122020	RESIDENT		RENT	Rent		\$153.00		\$1616.50
5C	11/30/2020		RESIDENT		LATEFEE	November late fees		\$29.00		\$1463.50
5C	11/04/2020	112020	SUBSIDY		HAPLD	HAP Payment			\$814.00	\$1434.50
5C	11/01/2020	112020	SUBSIDY		SUBRENT	Subsidy Rent		\$817.00		\$2248.50
5C	11/01/2020	112020	RESIDENT		RENT	Rent		\$153.00		\$1491.50
5C	10/31/2020		RESIDENT		LATEFEE	October late fees		\$30.00		\$1278.50
5C	10/06/2020	102020	RESIDENT		KEYS	Extra Keys Or Lock Changes - RAY-Rekey lock		\$40.00		\$1248.50
5C	10/02/2020	102020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$1208.50
5C	10/02/2020	102020	RESIDENT	403	PMTOPIRD	Check Scan - LISA RAY	001362		\$40.00	\$1942.50
5C	10/01/2020	102020	SUBSIDY		SUBRENT	AR changed SUBRENT to 731.00		\$731.00		\$1982.60
5C	10/01/2020	102020	RESIDENT		RENT	AR changed RENT to 150.00		\$150.00		\$1251.50
5C	09/30/2020		RESIDENT		LATEFEE	September late fees		\$29.00		\$1101.50
5C	09/03/2020	092020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$1072.50
5C	09/01/2020	092020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1806.50
5C	09/01/2020	092020	RESIDENT		RENT	Rent		\$147.00		\$1072.50
5C	08/06/2020	082020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$925.50
5C	08/01/2020	082020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1659.50
5C	08/01/2020	082020	RESIDENT		RENT	Rent		\$147.00		\$925.50
5C	07/06/2020	072020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$778.50
5C	07/01/2020	072020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1512.50
5C	07/01/2020	072020	RESIDENT		RENT	Rent		\$147.00		\$778.50
5C	06/03/2020	062020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$631.50
5C	06/01/2020	062020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1365.50
5C	06/01/2020	062020	RESIDENT		RENT	Rent		\$147.00		\$631.50
5C	05/06/2020	052020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$484.50
5C	05/01/2020	052020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1218.50
5C	05/01/2020	052020	RESIDENT		RENT	Rent		\$147.00		\$484.50
5C	04/03/2020	042020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$337.50
5C	04/01/2020	042020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1071.50
5C	04/01/2020	042020	RESIDENT		RENT	Rent		\$147.00		\$337.50
5C	03/06/2020	032020	RESIDENT	9	PMTMORD	Payment By Money Order - RAY	7771211656		\$147.00	\$190.50
5C	03/04/2020	032020	SUBSIDY		HAPLD	HAP Payment			\$734.00	\$337.50
5C	03/01/2020	032020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1071.50
5C	03/01/2020	032020	RESIDENT		RENT	Rent		\$147.00		\$337.50
5C	02/05/2020	022020	SUBSIDY		HAPLD	HAP Payment			\$726.00	\$190.50
5C	02/03/2020	022020	RESIDENT	1	PMTMORD	Payment By Money Order	208805352492		\$147.00	\$916.50
5C	02/01/2020	022020	SUBSIDY		SUBRENT	Subsidy Rent		\$734.00		\$1063.50
5C	02/01/2020	022020	RESIDENT		RENT	Rent		\$147.00		\$329.50
5C	01/31/2020	012020	RESIDENT	28	PMTMORD	Payment By Money Order	20880535250		\$147.00	\$182.50
									Balance	\$1,815.50

EXHIBIT 2

OneSite® Leasing & Rents

Westminster Company

120.060.050.005

Payment receipt  
Parkway Village

Report created on calendar date: 03/06 (property date: 03/06)

Receipt #: 261866

RAY, LISA M - Unit 5C

775 Sangaree Pkwy Apt 5C, Summerville, SC 29483-1842

Date	Code	Payment Description	Document	Journal	Amount
01/31/2020	PMTMORD	Payment By Money Order	20880535250	012020028	147.00

Date	Code	Payment Distributed As Follows	Document	Journal	Amount
<del>01/01/2020</del>	<del>RENT</del>	Rent			147.00

Deposit still due \$ 0.00

Subjournal Balance (RESIDENT) \$ 190.50

Received  
By:

  
ACCEPTED WITH FULL RECOURSE

My JANUARY Rent  
PAID IN FULL 31st 2020

EVICTON COURT ORDER

By "HONORABLE Judge",  
"Deaton"

Said pay only my total

JANUARY Rent IN FULL  
TOTAL JAN Rent

Judge Said No Fees PAID  
I PAID AS ORDERED \$147.00

OneSite® Leasing & Rents

Westminster Company

120.060.050.005

Payment receipt  
Parkway Village

Report created on calendar date: 03/06 (property date: 03/06)

Receipt #: 262207

RAY, LISA M - Unit 5C

775 Sangaree Pkwy Apt 5C, Summerville, SC 29483-1842

Date	Code	Payment Description	Document	Journal	Amount
02/03/2020	PMTMORD	Payment By Money Order	208805352492	022020001	147.00

Date	Code	Payment Distributed As Follows	Document	Journal	Amount
02/01/2020	RENT	Rent			147.00

Deposit still due \$ 0.00

Subjournal Balance (RESIDENT) \$ 190.50

Received By:   
ACCEPTED WITH FULL RECOURSE

February 2020  
Rent pmt. PAID  
IN  
FULL

EXHIBIT 2

OneSite® Leasing & Rents

Westminster Company

120.060.050.005

Payment receipt  
Parkway Village

Report created on calendar date: 03/06 (property date: 03/06)

Receipt #: 263854

RAY, LISA M - Unit 5C

775 Sangaree Pkwy Apt 5C, Summerville, SC 29483-1842

Date	Code	Payment Description	Document	Journal	Amount
03/06/2020	PMTMORD	Payment By Money Order - RAY	7771211656	032020009	147.00

Date	Code	Payment Distributed As Follows	Document	Journal	Amount
03/01/2020	RENT	Rent			147.00

Deposit still due \$ 0.00

Subjournal Balance (RESIDENT) \$ 190.50

Received  
By:



ACCEPTED WITH FULL RECOURSE

my MARCH 2020  
Rent PAID to  
PARKWAY Village Apartment



**Westminster  
Company**  
Property Management

EXHIBIT 2

10

Parkway Village Apartments  
775 Parkway Blvd  
Summerville, SC 29483  
Phone (843)871-7952 Fax (843)871-0648  
Email: parkway@wcsites.net

May 6, 2020

Lisa Ray  
775 Sangaree Pkwy Blvd  
Apt. 5C  
Summerville, SC 29486

Ms. Ray,

Per form 4 which was issued on March 9, 2020 by Judge Roger Young you had until March 31, 2020 to vacate your apartment.

However, since Covid 19 all evictions have been halted until May 15<sup>th</sup>. Since the March 9<sup>th</sup> decision you filed an appeal with the Supreme Court. Your eviction is in limbo until the courts decide to hear or not hear your appeal.

I enclosed check #1001 which I am unable to accept at this time. All money will come due at the time a decision is made regarding your residency.

Respectfully,

Jaquetta Elias  
Site Property Manager  
Parkway Village Apartments

My check returned  
my check  
I received  
my check 5/17







Patient: Lisa Ray  
DOB: 11/01/1965


Date: 7/16/2020

To Whom It May Concern:

The above referenced patient has been under my care for an ongoing illness and is unable to perform daily functions involving anything other than mild ambulation.

Sincerely,

Dr. Richard Rhodes  
Holy City Med Urgent and Primary Care  
843-HOLYCITY (465-9248)  
2039 Savannah Highway  
Charleston, SC 29407

 843-465-9248

 [info@holycitymed.com](mailto:info@holycitymed.com)

 2039 Savannah Highway  
Charleston SC, 29407

[www.holycitymed.com](http://www.holycitymed.com)

CERTIFICATION

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included, and no other material.

*Lisa M. Ray*

June 2<sup>nd</sup>, 2022

Lisa Michelle Ray

Apt 5C  
775 Sangaree Parkway Blvd.  
Summerville, SC 29486  
(843) 964-9887  
Appellant – representing self